

1 The Honorable Barbara J. Rothstein
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IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON

10 RICHARDO SALOM, CATHERINE
11 PALAZZO as assignee for Ruben Palazzo, and
12 PETER HACKINEN, *on their own behalf and
on behalf of other similarly situated persons,*

13 Plaintiffs,

14 vs.
15 NATIONSTAR MORTGAGE LLC,
16 And

17 FEDERAL HOME LOAN MORTGAGE
18 ASSOCIATION, *on its own behalf and on
behalf of similarly situated persons,*

19 Defendants.

Case No. 2:24-cv-00444-BJR

**JOINT STIPULATED PROTECTIVE
ORDER**

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1 Plaintiffs Ricardo Salom, Christine Palazzo, and Peter Hackinen (“Plaintiffs”) and the
 2 putative Class Members (“Class Members”)¹, and Defendants Nationstar Mortgage, LLC
 3 (“Nationstar”) and Federal Home Loan Mortgage Corporation (“Freddie Mac”), by and through
 4 their undersigned counsel, hereby stipulate and agree to the following Joint Stipulated Protective
 5 Order. For purposes of this Joint Stipulated Protective Order, Plaintiffs on their behalf and on behalf
 6 of the putative class members, Nationstar, and Freddie Mac are each a “Party” and are collectively
 7 referred to as the “Parties.”

8 1. **PURPOSES AND LIMITATIONS**

9 Discovery in this action is likely to involve the production of confidential, proprietary, or
 10 private information for which special protection may be warranted. Accordingly, the parties hereby
 11 stipulate to and petition the court to enter the following Stipulated Protective Order. The parties
 12 acknowledge that this agreement is consistent with LCR 26(c). It does not confer blanket protection
 13 on all disclosures or responses to discovery, the protection it affords from public disclosure and use
 14 extends only to the limited information or items that are entitled to confidential treatment under the
 15 applicable legal principles, and it does not presumptively entitle parties to file confidential
 16 information under seal.

17 This Stipulation is not an agreement that any particular document or category of documents
 18 is discoverable, but is intended to protect only those documents that are produced and which are
 19 entitled to the protections described herein and in accordance with the Federal Rules of Civil
 20 Procedure and consistent with the strong presumption of public access to public records. *See e.g.*
 21 *Ctr. for Auto Safety v. Chrysler Grp., LLC*, 809 F.3d 1092 (9th Cir. 2016).

22 2. **“CONFIDENTIAL” MATERIAL**

23 “Confidential” material shall include the following documents and tangible things produced
 24 or otherwise exchanged:

25 (a) With the limitation described *infra*, Parties’ nonpublic personal information

26
 27 ¹ Putative Class Members shall not be permitted to view documents and information
 28 designated by another party as “confidential” unless and until a class is certified and he/she
 acknowledges his/her consent to the terms of this Stipulation by executing the Exhibit A hereto.

1 including, but not limited to, medical information; tax return information; personal credit, banking
 2 and other financial information; unlisted phone numbers, nonpublic personal addresses, social
 3 security numbers, and other nonpublic personal identifiers and information including those/that are
 4 protected by statute or Art. I, sec. 7 of the Washington Constitution;

5 (b) Except for the identification of the members of the putative Defendant Class
 6 if later Ordered by the Court or that are otherwise publicly available, Defendants' records that
 7 identify non-parties and their personal and/or financial information. . . ;

8 (c) Nonpublic financial information;

9 (d) Proprietary software used in business activities and any underlying code or
 10 similar information;

11 (e) Nonpublic business financial information including, but not limited to,
 12 profitability reports or estimates, percentage fees, royalty rates, minimum guarantee payments,
 13 sales reports, and sales margins;

14 (f) Nonpublic information relating to ownership or control of any non-public
 15 company;

16 (g) Nonpublic information containing or concerning business strategy, business
 17 plans, proprietary business information, competitively sensitive information, product-development,
 18 marketing, or trade secrets;

19 (h) Nonpublic commercial information pursuant to Fed. R. Civ. P. 26(c)(1)(G),
 20 including any defendants' respective policies, procedures, practices, and protocols and nonpublic
 21 contracts and communications provided that information is not already publicly disclosed; and

22 (i) Any other category of information this Court subsequently affords
 23 Confidential status with reasonable notice and opportunity for the Parties to be heard on the issue.

24 Notwithstanding the foregoing, "Confidential" material does not include any information
 25 that: (i) is publicly available at the time of disclosure; (ii) becomes publicly available after
 26 disclosure through no fault of the receiving parties; (iii) was known to the receiving party prior to
 27 disclosure; (iv) contains is "personal information" as that term is defined by MD. ANN. CODE, COM.
 28 LAW § 14-3501(e)(1) which can be appropriately redacted before filing with the Court as required

1 by Fed. R. Civ. P. 5.2 and LCR 5.2; or (v) the Receiving Party lawfully receives at a later date from
 2 a third party without restriction as to disclosure.

3 3. SCOPE

4 The protections conferred by this agreement cover not only confidential material (as defined
 5 above), but also (1) any information copied or extracted from confidential material; (2) all copies,
 6 excerpts, summaries, or compilations of confidential material; and (3) any testimony,
 7 conversations, or presentations by parties or their counsel that might reveal confidential material.

8 However, the protections conferred by this agreement do not cover information that is in
 9 the public domain or becomes part of the public domain through trial or otherwise.

10 4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

11 4.1 Basic Principles. A receiving party may use confidential material as defined by this
 12 Order that is disclosed or produced by another party or by a non-party in connection with this case
 13 only for prosecuting, defending, or attempting to settle this litigation. Confidential material may be
 14 disclosed only to the categories of persons and under the conditions described in this agreement.
 15 Confidential material must be stored and maintained by a receiving party at a location and in a
 16 secure manner that ensures that access is limited to the persons authorized under this agreement.

17 The parties shall not disclose information or documents designated as confidential to
 18 putative class members not named as plaintiffs in putative class litigation unless and until one or
 19 more classes has/have been certified.

20 Any non-party or putative class member who produces documents or information pursuant
 21 to a subpoena or otherwise may choose to designate those documents or that information as
 22 “confidential” pursuant to this Order such that the terms of this Order shall govern its use and
 23 dissemination.

24 4.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered
 25 by the court or permitted in writing by the designating party, a receiving party may disclose any
 26 confidential material only to:

27 (a) the receiving party’s counsel of record in this action, as well as employees
 28 of counsel to whom it is reasonably necessary to disclose the information for this litigation;

(b) the officers, directors, employees (including in-house counsel, secondees, and contract employees), and retained e-discovery vendors of the receiving party to whom disclosure is reasonably necessary for this litigation, unless the parties agree that a particular document or material produced is for Attorneys' eyes only. "Attorneys' eyes only" prohibits the disclosure of documents so designated from being disclosed to anyone other than the attorneys litigating the matter and their designated experts who sign the confidentiality agreement, but prohibiting all others, including disclosure to their clients. Documents qualify for this designation should be limited to actual trade secrets which deserve the highest level of protection. Notwithstanding any of the foregoing, Freddie Mac may disclose confidential material to state or federal government, and agencies including the Federal Housing Finance Agency, and agents, servants, and employees thereof;

(c) experts and consultants to whom disclosure is reasonably necessary for this litigation and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A). A copy of each such signed Acknowledgement shall be provided to counsel for the parties within 10 days of execution;

(d) the court, court personnel, court reporters, any mediators or arbitrators, and their staff;

(e) copy or imaging services retained by counsel to assist in the duplication of confidential material, provided that counsel for the party retaining the copy or imaging service instructs the service not to disclose any confidential material to third parties and to immediately return all originals and copies of any confidential material;

(f) during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise agreed by the designating party or ordered by the court. A copy of such signed Acknowledgment shall be provided to counsel for the parties within 10 days of execution. Pages of transcribed deposition testimony or exhibits to depositions that reveal confidential material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this agreement;

1 (g) the author or recipient of a document containing the information or a
 2 custodian or other person who otherwise possessed or knew the information;

3 (h) Insurance carriers and their claims representatives, for the purpose of
 4 analyzing and valuing claims or potential claims.

5 4.3 Filing Confidential Material. Before filing confidential material or discussing or
 6 referencing such material in court filings, the filing party shall confer with the designating party, in
 7 accordance with Local Civil Rule 5(g)(3)(A), to determine whether the designating party will
 8 remove the confidential designation, whether the document can be redacted, or whether a motion
 9 to seal or stipulation and proposed order is warranted. During the meet and confer process, the
 10 designating party must identify the basis for sealing the specific confidential information at issue,
 11 and the filing party shall include this basis in its motion to seal, along with any objection to sealing
 12 the information at issue. Local Civil Rule 5(g) sets forth the procedures that must be followed and
 13 the standards that will be applied when a party seeks permission from the court to file material
 14 under seal. A party who seeks to maintain the confidentiality of its information must satisfy the
 15 requirements of Local Civil Rule 5(g)(3)(B), even if it is not the party filing the motion to seal.
 16 Failure to satisfy this requirement will result in the motion to seal being denied, in accordance with
 17 the strong presumption of public access to the Court's files.

18 As set forth in Section 6.3 herein, where there is a challenge to the designation of
 19 Confidential Material, all parties shall continue to maintain the material in question as designated
 20 until the Court rules on the challenge. The non-designating party should, unless impracticable under
 21 any briefing schedule imposed by the Court or Local Rules, provide notice at least five (5) days
 22 prior to the date on which the party intends to file the challenged material, and to permit the
 23 designating party sufficient time to file its responses, pursuant to Local Rule 5(g)(3)(B), to any
 24 Motion to Seal or to seek other appropriate relief (if necessary or required).

25 5. DESIGNATING PROTECTED MATERIAL

26 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each party or
 27 non-party that designates information or items for protection under this agreement must take care
 28 to limit any such designation to specific material that qualifies under the appropriate standards. The

1 designating party must designate for protection only those parts of material, documents, items, or
 2 oral or written communications that qualify, so that other portions of the material, documents,
 3 items, or communications for which protection is not warranted are not swept unjustifiably within
 4 the ambit of this agreement.

5 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown
 6 to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily
 7 encumber or delay the case development process or to impose unnecessary expenses and burdens
 8 on other parties) may expose the designating party to sanctions.

9 If it comes to a designating party's attention that information or items that it designated for
 10 protection do not qualify for protection, the designating party must promptly notify all other parties
 11 that it is withdrawing the mistaken designation.

12 5.2 Manner and Timing of Designations. Except as otherwise provided in this
 13 agreement (see, e.g., second paragraph of section 5.2(b) below), or as otherwise stipulated or
 14 ordered, disclosure or discovery material that qualifies for protection under this agreement must be
 15 clearly so designated before or when the material is disclosed or produced.

16 (a) Information in documentary form: (e.g., paper or electronic documents and
 17 deposition exhibits, but excluding transcripts of depositions or other pretrial or trial proceedings),
 18 the designating party must affix the word "CONFIDENTIAL" to each page that contains
 19 confidential material. If only a portion or portions of the material on a page qualifies for protection,
 20 the producing party also must clearly identify the protected portion(s) (e.g., by making appropriate
 21 markings in the margins or simply redacting the personal information contained on the material).

22 (b) Testimony given in deposition or in other pretrial proceedings: the parties
 23 and any participating non-parties must identify on the record, during the deposition or other pretrial
 24 proceeding, all protected testimony, without prejudice to their right to so designate other testimony
 25 after reviewing the transcript. Any party or non-party may, within twenty-one (21) days after
 26 receiving the transcript of the deposition or other pretrial proceeding, designate portions of the
 27 transcript, or exhibits thereto, as confidential. Mass, indiscriminate, or routinized designations of
 28 entire transcripts are not appropriate and the parties shall take care to only designate those portions

1 of deposition testimony that actually concerns confidential information as defined herein. If a party
 2 or non-party desires to protect confidential information at trial, the issue should be addressed during
 3 the pre-trial conference.

4 (c) Other tangible items: the producing party must affix in a prominent place on
 5 the exterior of the container or containers in which the information or item is stored the word
 6 “CONFIDENTIAL.” If only a portion or portions of the information or item warrant protection,
 7 the producing party, to the extent practicable, shall identify the protected portion(s).

8 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
 9 designate qualified information or items does not, standing alone, waive the designating party’s
 10 right to secure protection under this agreement for such material. Upon timely correction of a
 11 designation, the receiving party must make reasonable efforts to ensure that the material is treated
 12 in accordance with the provisions of this agreement.

13 5.4 Regardless of whether material is designated ‘CONFIDENTIAL,’ it shall be
 14 treated as confidential if it contains proprietary business information and/or personal identifying
 15 information, (including, but not limited to material identified in Fed. 5.2(a), home addresses and
 16 personal phone numbers).

17 6. **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

18 6.1 Timing of Challenges. Any party or non-party may challenge a designation of
 19 confidentiality at any time. Unless a prompt challenge to a designating party’s confidentiality
 20 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
 21 burdens, or a significant disruption or delay of the litigation, a party does not waive its right to
 22 challenge a confidentiality designation by electing not to mount a challenge promptly after the
 23 original designation is disclosed.

24 6.2 Meet and Confer. The parties must make every attempt to resolve any dispute
 25 regarding confidential designations without court involvement. Any motion regarding confidential
 26 designations or for a protective order must include a certification, in the motion or in a declaration
 27 or affidavit, that the movant has engaged in a good faith meet and confer conference with other
 28 affected parties in an effort to resolve the dispute without court action. The certification must list

1 the date, manner, and participants to the conference. A good faith effort to confer requires a face-
 2 to-face meeting or a telephone conference.

3 6.3 Judicial Intervention. If the parties cannot resolve a challenge without court
 4 intervention, the designating party may file and serve a motion to retain confidentiality under Local
 5 Civil Rule 7 (and in compliance with Local Civil Rule 5(g), if applicable). The burden of persuasion
 6 in any such motion shall be on the designating party. Frivolous challenges, and those made for an
 7 improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) or
 8 the use of mass, indiscriminate, or routinized designations or over designations may expose the
 9 challenging party to sanctions. All parties shall continue to maintain the material in question as
 10 confidential until the court rules on the challenge. PROTECTED MATERIAL SUBPOENAED OR
 11 ORDERED PRODUCED IN OTHER LITIGATION

12 If a party is served with a subpoena, a court order issued in other litigation, or other similar
 13 demand from a government or regulatory authority that compels disclosure of any information or
 14 items designated in this action as “CONFIDENTIAL,” that party must:

15 (a) at least five (5) days prior to disclosure, notify the other parties in writing
 16 and include a copy of the subpoena or court order or demand;

17 (b) within five (5) days of service, notify in writing the person who caused the
 18 subpoena or order to issue in the other litigation that some or all of the material covered by the
 19 subpoena or order is subject to this agreement. Such notification shall include a copy of this
 20 agreement; and

21 (c) cooperate with respect to all reasonable procedures sought to be pursued by
 22 the designating party whose confidential material may be affected.

23 Notwithstanding the foregoing, these limitations do not include Freedom of Information
 24 Act Requests, or their state equivalent (such as the Maryland Public Information Act or the
 25 Washington Public Records Act) served on a government agency for public and disclosable
 26 information the government agency has in its possession and control related to any Parties or their
 27 affiliates.

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1 7. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

2 If a receiving party learns that, by inadvertence or otherwise, it has disclosed confidential
 3 material to any person or in any circumstance not authorized under this agreement, the receiving
 4 party must immediately (a) notify in writing the designating party of the unauthorized disclosures,
 5 (b) use its best efforts to retrieve all unauthorized copies of the protected material, (c) inform the
 6 person or persons to whom unauthorized disclosures were made of all the terms of this agreement,
 7 and (d) request that such person or persons execute the “Acknowledgment and Agreement to Be
 8 Bound” that is attached hereto as Exhibit A.

9 8. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
 10 MATERIAL

11 When a producing party gives notice to receiving parties that certain inadvertently produced
 12 material is subject to a claim of privilege or other protection, the obligations of the receiving parties
 13 are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to
 14 modify whatever procedure may be established in an e-discovery order or agreement that provides
 15 for production without prior privilege review. The parties agree to the entry of a non-waiver order
 16 under Fed. R. Evid. 502(d) as set forth herein.

17 9. NON-TERMINATION AND RETURN OF DOCUMENTS

18 Within 60 days after the termination of this action, including all appeals, each receiving
 19 party must return all confidential material to the producing party, including all copies, extracts and
 20 summaries thereof. Alternatively, the parties may agree upon appropriate methods of destruction.

21 Notwithstanding this provision, counsel are entitled to retain one archival copy of all
 22 documents filed with the court, trial, deposition, and hearing transcripts, correspondence,
 23 deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work
 24 product, even if such materials contain confidential material.

25 The confidentiality obligations imposed by this agreement shall remain in effect until a
 26 designating party agrees otherwise in writing or a court orders otherwise.

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2 Dated: November 22, 2024

3 SEATTLE CONSUMER JUSTICE, P.S.

5 By: /s/ Christina L. Henry

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13 PURSUANT TO STIPULATION, IT IS SO ORDERED.

14 IT IS FURTHER ORDERED that pursuant to Fed. R. Evid. 502(d), the production of any
 15 documents in this proceeding shall not, for the purposes of this proceeding or any other federal or
 16 state proceeding, constitute a waiver by the producing party of any privilege applicable to those
 17 documents, including the attorney-client privilege, attorney work-product protection, or any other
 18 privilege or protection recognized by law.

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 20 Dated: November 25, 2024

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 22 Honorable Barbara J. Rothstein
 23 United States District Court Judge
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name],
of _____ [full address],
declare under penalty of perjury that I have read in its entirety and understand the Stipulated
Protective Order that was issued by the United States District Court for the Western District of
Washington on _____ [date] in the case of *Richard Salom et al. v. Nationstar
Mortgage LLC et al.*, United States District Court for the Western District of Washington
Case No. 2:24-cv-00444-BJR. I agree to comply with and to be bound by all the terms of this
Stipulated Protective Order and I understand and acknowledge that failure to so comply could
expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will
not disclose in any manner any information or item that is subject to this Stipulated Protective Order
to any person or entity except in strict compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court for the
15 Western District of Washington for the purpose of enforcing the terms of this Stipulated Protective
16 Order, even if such enforcement proceedings occur after termination of this action.

17 || Date: _____

18 City and State where sworn and signed:

19 Printed name:

20 || Signature: